ZERO-G VOCALOID® AVANNA™ END USER LICENSE AGREEMENT

PLEASE READ THIS END USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THIS SOFTWARE AND VOICE LIBRARY. BY USING THIS SOFTWARE AND VOICE LIBRARY, YOU AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL GOVERN YOUR USE OF THE SOFTWARE AND VOICE LIBRARY. THIS AGREEMENT IS AMONG YOU (AS AN INDIVIDUAL OR LEGAL ENTITY,) YAMAHA CORPORATION ("YAMAHA",) AND ZERO-G LIMITED ("LIBRARY VENDOR".)

BY INSTALLING, COPYING, OR OTHERWISE USING THIS SOFTWARE AND VOICE LIBRARY, YOU ARE AGREEING TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS WE ARE UNWILLING TO LICENSE THE USE OF SOFTWARE AND VOICE LIBRARY TO YOU AND YOU SHOULD NOT USE THE SOFTWARE AND VOICE LIBRARY.

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

Software: means VOCALOID(TM)3 Editor or Tiny VOCALOID(TM)3 Editor contained in this VOCALOID(TM)3 product **AVANNA** or plug-in software for the VOCALOID(TM)3 Editor developed by Yamaha, including any future versions, improvements, developments, programming fixes, updates and upgrades thereof.

Synthesized Singing: means any audio output produced by you, using the Software and the Voice Library.

Voice Library: means the audio library database made by Library Vendor consisting of recordings of singing, or any part or component thereof, which may be included with this VOCALOID(TM)3 product.

2. GRANT OF LICENSE AND COPYRIGHT

Subject to the terms and conditions of this Agreement, Yamaha and Library Vendor hereby grant you a non-exclusive, non-sublicensable, non-transferable and revocable license to install and use one copy of the Software and Voice Library on one single computer for commercial or non-commercial purposes. License on the Software and Voice Library are granted to the original purchaser (end-user) of this VOCALOID(TM)3 product only. Under this Agreement, the Software or Voice Library is construed to be "in use" on a computer or other device when it, or any part of it, is loaded

into the temporary memory or installed in the permanent memory of that computer or device.

You agree that all title to the Software and Voice Library, and intellectual property rights therein, shall at all times remain solely and exclusively with Yamaha or Library Vendor, that the Software and Voice Library contain proprietary information and material that are protected by relevant copyright laws, trade secret laws, and all applicable international treaty provisions, and that you will not use such proprietary information or material in any way whatsoever except for permitted use hereunder. While you may be entitled to claim ownership of the Synthesized Singing created by the use of Software and Voice Library, the Software and Voice Library will continue to be owned by Yamaha or Library Vendor and protected under relevant laws or treaties. All rights not expressly granted to you hereunder concerning the Software, Voice Library, and the Synthesized Singing are reserved by Yamaha and Library Vendor.

All content in or on this VOCALOID(TM)3 product (including audio, graphic, textual or video content) is the property of the applicable content owners and may be governed by separate additional license agreements or guidelines of the content owner, and protected by applicable copyright law. This Agreement gives you no right to such content, other than as specified in this Agreement.

3. LIMITATIONS ON USE; PROHIBITED USES

You may not publish or distribute in any manner Synthesized Singing that includes lyrics which are against public policy. You may not use the Software and Voice Library (i) in violation of any applicable law or regulation, (ii) in any manner that might infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others including the original singer of the Voice Library, or (iii) in a manner that is defamatory, obscene, hateful, threatening, abusive, or otherwise objectionable. In no event will Yamaha and Library Vendor be liable for any and all claims, suits or consequential, incidental or special damages arising out of or in connection with your publishing or distributing Synthesized Singing.

You may not rent, lend, lease, sell, assign, transfer or grant any rights in all or any part of the Software and Voice Library, or use it (or any part of it) or the Synthesized Singing as a component of any competing software product. All unauthorized giving, trading, lending, renting, re-issuing, re-distributing or re-selling of the Software and Voice Library are expressly prohibited.

You may not engage in reverse engineering, disassembling, decompiling or otherwise deriving a source code form of the Software and Voice Library by any method whatsoever, and may not

reproduce, modify, change, rent, lease, or distribute the Software and Voice Library in whole or in part, or create derivative works thereof.

You may not reproduce or duplicate any part of the Software and Voice Library contained in this VOCALOID(TM)3 product, regardless of whether as it exists on the included disc(s) or by any means of reformatting, mixing, filtering, re-synthesizing, processing or otherwise editing for use in another product or for resale, or in any way that may enable others to obtain a copy of the Software and Voice Library, without the express written consent of Yamaha and Library Vendor.

You may not distribute the Software and Voice Library or any part thereof on a public bulletin board, ftp site, World Wide Web site, or distribute it by any other means. You may not electronically transfer or post the Software and Voice Library or any part thereof to another person or group of persons over the Internet or place it or any part thereof in a computer/sampler network to be accessed by multiple users.

You may not transfer ownership of the DVD/CD-ROM(s) included with this VOCALOID(TM)3 product or the Software and Voice Library or programs contained therein. You may not resell or copy the DVD/CD-ROM(s). The license to use this product is granted for a single user only. You may not resell this VOCALOID(TM)3 product as a used product to someone else because this is a non-transferable license of the Software and Voice Library.

You may not use the Software and Voice Library in a mode of operation where the Software and Voice Library are unattended by an operator for any purpose whatsoever, other than for personal use. You may not use or have your clients use the Software and Voice Library as part of recording studio or rental company services, as each person who uses the sounds must be a licensed user.

You may not remove or alter any copyright notices on all copies of the Software and Voice Library.

4. SEPARATE ADDITIONAL LICENSE

The following types of usage of the Synthesized Singing made by using the Software and Voice Library may require a separate additional license from Yamaha and Library Vendor which may incur a license fee calculated according to the type of usage. If you wish to obtain such additional license, you should in the first instance contact Yamaha or Library Vendor to discuss their particular requirements.

(a) Use with VOCALOID(TM), product name of Voice Library or other similar expression, in whole or in part, as product, product package, advertisement, or otherwise visible to the public, and

commercially reproduce, distribute, perform or display such product to the public.

(b) Use in a commercial Karaoke or similar service/system to provide vocals including backing vocals, including use to create commercial Karaoke software, Karaoke hardware, and internet-based Karaoke products systems and services.

(c) Use commercially as telephone ringtones or as audio alerts or signals in telephone or telecommunication equipment, except when used in combination with other musical instruments or sounds within a musical composition.

(d) Use as built-in voice or sound for consumer electronics products, robots, car navigation system, gambling machines, musical instruments, computer software, game software, or any other hardware and software products.

5. LIMITED WARRANTY

YAMAHA AND LIBRARY VENDOR MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE SOFTWARE, VOICE LIBRARY OR SYNTHESIZED SINGING, OR ABOUT ANY CONTENT OR INFORMATION THAT YAMAHA AND LIBRARY VENDOR HAVE PROVIDED ON THESE DISC(S), FOR ANY PURPOSE. THE SOFTWARE AND VOICE LIBRARY ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND VOICE LIBRARY REMAINS WITH YOU. YAMAHA AND LIBRARY VENDOR DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE AND VOICE LIBRARY OR ANY DOCUMENTATION. THIS WARRANTY IS GIVEN IN LIEU OF ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, AND COURSE OF DEALING OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED BY THE FULLEST EXTENT PERMITTED BY LAW.

6. LIMITATION OF LIABILITY

NEITHER YAMAHA NOR LIBRARY VENDOR, ITS SUPPLIERS, DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES, WILL BE LIABLE FOR (a) ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY SORT, SUCH AS DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA ARISING OUT OF THE USE OF THE SOFTWARE AND VOICE LIBRARY OR ARISING OUT OF THE USE OF THE SYNTHESIZED SINGING, WHETHER OR NOT YAMAHA OR LIBRARY

VENDOR HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES, OR (b) FOR ANY CLAIM BY ANY OTHER PARTY. IN NO EVENT WILL THE MAXIMUM AGGREGATE LIABILITY OF YAMAHA AND LIBRARY VENDOR BE IN EXCESS OF THE AMOUNT YOU HAVE PAID FOR THIS VOCALOID(TM)3 PRODUCT.

7. GENERAL TERMS

This Agreement is effective until terminated. Failure to comply with any provisions of this Agreement will result in automatic termination of this Agreement and may result in legal action. Yamaha and Library Vendor may terminate this Agreement at any time by delivering notice to you and you may terminate this Agreement at any time by destroying or erasing or uninstalling your copy of the Software and Voice Library. Upon termination, you agree to destroy all copies of the Software and Voice Library in your possession. In the event of termination, the following sections of this Agreement will survive: 3, 4, 5, 6, and 7. This Agreement is personal to you and you agree not to assign your rights herein.

The Software and Voice Library are provided with restricted rights. If any provision of this Agreement is illegal or invalid, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall be governed by the laws of Japan and shall be subject to the exclusive jurisdiction of the Tokyo District Court of Japan without reference to conflicts of laws principles. All legal notices, notice of disputes, and any other notice which purports to change these provisions or to assert legal entitlements must be sent in writing to:

If to Yamaha:
Manager, Corporate Research and Development Center
Yamaha Corporation
10-1, Nakazawa-cho, Naka-ku, Hamamatsu, Shizuoka, 430-8650, Japan

If to Library Vendor:
Manager, Zero-G Limited
Email: information@zero-g.co.uk

8. ACKNOWLEDGEMENT

You acknowledge that you have read this Agreement, understand it and agree to be bound by its terms and conditions. You also agree that this Agreement is the complete and exclusive statement

among the parties and supersede all other prior communications or agreements among the parties relating to the subject matter of this Agreement. Yamaha and Library Vendor may at any time revise this Agreement, and you agree to be bound by this Agreement in the latest form by accepting any such revisions notified by Yamaha and Library Vendor or continue to use the Software and Voice Library knowing such revisions thereafter.

ZERO-G(®) is a registered trademark of ZERO-G Ltd. in the UK and/or other countries.
XFONIC is a trademark of Xfonic Limited.
YAMAHA(®) and VOCALOID(TM) are trademarks or registered trademarks of Yamaha Corporation in Japan and other countries.
Zero-G/Xfonic Ltd constantly monitors other soundware and software releases to check for copyright infringements, and will prosecute all piracy and copyright violations to the fullest extent of the law.
IF YOU HAVE ANY QUESTIONS ABOUT THIS LICENSE OR THIS LIMITED WARRANTY, PLEASE EMAIL OUR CUSTOMER SERVICE DEPARTMENT AT: information@zero-g.co.uk

Copyright ©2012 ZERO-G Limited / Xfonic Limited / Yamaha Corporation. All rights reserved.